



# MODEL S MODEL X

NEW VEHICLE LIMITED WARRANTY

EUROPE

## DOCUMENT APPLICABILITY

Features released in the most recent versions of software may not be described in this document but are described in Release Notes. Display Release Notes on the touchscreen by touching the Tesla "T" at the top center of the touchscreen, then touching the Release Notes link. If information provided in this document conflicts with information in the Release Notes, the Release Notes take precedence.

## ILLUSTRATIONS

Any illustrations provided in this document are for demonstration purposes only. Depending on vehicle options, software version and market region, the information displayed on the touchscreen in your Tesla vehicle may appear slightly different.

## PRODUCT SPECIFICATIONS

All specifications and descriptions contained in this document are verified to be accurate at the time of printing. However, because continuous improvement is a goal at Tesla, we reserve the right to make product modifications at any time.

## ERRORS OR OMISSIONS

To communicate any inaccuracies or omissions in this document, please send an email to: [ownersmanualfeedback@tesla.com](mailto:ownersmanualfeedback@tesla.com).

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ROADSTER

MODEL S MODEL X

TESLA





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# General Warranty Provisions

Tesla Motors Netherlands B.V., Atlasstraat 7-9, 5047 RG Tilburg, Netherlands ("Tesla") will provide repairs to a Tesla vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

You may also have other legal rights and remedies conveyed by your local laws (which may vary by country) in addition to the rights and remedies provided to you under this New Vehicle Limited Warranty.

For any additional provisions which relate to your territory, please see [Country Specific Consumer Disclosure](#) on page 10.

## Who is the Warrantor?

Tesla Motors Netherlands B.V.  
Atlasstraat 7-9, 5047 RG  
Tilburg, Netherlands  
Attention: Vehicle Service  
Phone number: 0031 13 515 97 30

## What Vehicles are Covered?

This New Vehicle Limited Warranty applies to a vehicle sold by Tesla in the Tesla European Warranty Region. For the purposes of this New Vehicle Limited Warranty, the Tesla European Warranty Region is defined as including the Member States of the European Economic Area, Monaco, San Marino, and Switzerland, provided that you return to the applicable region or country in which the vehicle was originally purchased from Tesla in order to receive warranty service. For example, a customer purchasing a vehicle from Tesla in the European Economic Area must return to the European Economic Area in order to obtain warranty service, and customers purchasing vehicles from Tesla in Monaco, San Marino, and Switzerland must return to the respective country to obtain warranty service (e.g. a customer who purchased a vehicle from Tesla in Switzerland must return to Switzerland). Any subsequent purchaser or transferee must return to the applicable region or country in which the vehicle was originally purchased from Tesla in order to obtain warranty service, regardless of the country in which such purchaser or transferee may have purchased the vehicle.

## Multiple Warranty Conditions

This New Vehicle Limited Warranty contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section as well as other provisions in this New Vehicle Limited Warranty.

## Limitations and Disclaimers

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. IMPLIED AND EXPRESS WARRANTIES AND CONDITIONS ARISING UNDER YOUR LOCAL LAW OR IN EQUITY, IF ANY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING BY A COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY YOUR LOCAL LAW, OR LIMITED IN DURATION TO THE TERM OF THIS NEW VEHICLE LIMITED WARRANTY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS AND/OR HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY YOUR LOCAL LAW, THE PERFORMANCE OF NECESSARY REPAIRS AND REPLACEMENT OF NEW OR REMANUFACTURED PARTS BY TESLA FOR THE



COVERED DEFECTS IS THE EXCLUSIVE REMEDY UNDER THIS NEW VEHICLE LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this New Vehicle Limited Warranty.

The decision of whether to repair or replace a part or to use a new or remanufactured part under this New Vehicle Limited Warranty will be made by Tesla, in its sole discretion.

## Your Rights Under Local Law

This New Vehicle Limited Warranty gives you specific legal rights. These rights do not substitute for or affect your statutory rights under your local law. In addition to the rights arising under this New Vehicle Limited Warranty, you may have additional rights arising from your local law including, but not limited to, any statutory warranty rights.

## Ownership Transfer

This New Vehicle Limited Warranty is transferable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Warranty ("subsequent owner"). To the maximum extent permitted by the local laws applicable to any subsequent owner, no statutory warranty or similar rights to which the first retail purchaser of the vehicle may have been entitled will be transferred to any subsequent owner.

## Who Can Enforce this New Vehicle Limited Warranty?

The first retail purchaser, or subsequent owner, of a new Tesla vehicle sold in the Tesla European Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent owner, according to your local law, can enforce this New Vehicle Limited Warranty, subject to the terms of this New Vehicle Limited Warranty.

## When Does the Warranty Period Begin and End?

This New Vehicle Limited Warranty begins on the first day a new vehicle is put into use by delivery to the first retail purchaser(s), or by leasing or registering as a company car or demonstrator, whichever is earlier, and provides coverage for the period based on the specified warranty as described in the section [Warranty Coverage](#) on page 3. Parts repaired or replaced, including replacement of the vehicle, under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as otherwise provided by your local law.



# Warranty Coverage

This New Vehicle Limited Warranty includes the Basic Vehicle Limited Warranty, the Supplemental Restraint System (“SRS”) Limited Warranty, and the Battery and Drive Unit Limited Warranty, each as described below. Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, such repair or parts replacement will be performed without cost to you by Tesla when Tesla is notified of the covered defect within the applicable warranty period.

Repairs will be performed using new or remanufactured parts at the sole discretion of Tesla. All replaced parts or other components are the exclusive property of Tesla unless otherwise provided under your local law.

**Note:** Warranty coverage for vehicles purchased in Norway differ slightly than the coverage described herein. For details, customers who purchased their vehicle in Norway should refer to the version of the warranty available on their MY TESLA account.

## Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this New Vehicle Limited Warranty and any minimum period which may be required by your local law, the Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla that occur under normal use for a period of 4 years or 80,000 km (50,000 miles), whichever comes first.

## Supplemental Restraint System Limited Warranty

Subject to the exclusions and limitations described in this New Vehicle Limited Warranty and any minimum period which may be required by your local law, the SRS Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicle’s seat belts or air bag system manufactured or supplied by Tesla that occur under normal use for a period of 5 years or 100,000 km (60,000 miles), whichever comes first.

## Battery and Drive Unit Limited Warranty

The Tesla lithium-ion battery (the “Battery”) and Drive Unit are extremely sophisticated powertrain components designed to withstand extreme driving conditions. You can rest easy knowing that Tesla’s state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below. If your Battery or Drive Unit requires warranty service, Tesla will repair the unit, or replace it with a factory reconditioned unit. When replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred. To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.) Your vehicle’s Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of 8 years, with the exception of the original 60 kWh battery (manufactured before 2015) that is covered for a period of 8 years or 125,000 miles/200,000 km, whichever comes first.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings), a collision or accident (excluding from Battery fires as specified above), or the servicing or opening of the Battery or Drive Unit by non-Tesla personnel, is not covered under this Battery and Drive Unit Limited Warranty.

In addition, the Drive Unit is subject to the exclusions and limitations described in this New Vehicle Limited Warranty. Damage to the Battery resulting from the following activities is also not covered under this Battery and Drive Unit Limited Warranty:



- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner documentation) or reduce the life of the Battery;
- Exposing the Battery to direct flame (excluding from Battery fires as specified above); or,
- Flooding of the Battery.

The Battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage, is NOT covered under this Battery and Drive Unit Limited Warranty. See your owner documentation for important information on how to maximize the life and capacity of the Battery.



## Warranty limitations

This New Vehicle Limited Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Failure to take the vehicle to a Tesla Service Center or Tesla authorized repair facility upon discovery of a defect covered by this New Vehicle Limited Warranty and within the time period established by your local law;
- Accidents, collisions, or objects striking the vehicle;
- Any repair, alteration or modification of the vehicle, or the installation or use of fluids, parts or accessories, made by a person or facility not authorized or certified to do so;
- Improper repair or maintenance (other than that carried out at a Tesla Service Center or Tesla authorized repair facility), including use of fluids, parts or accessories other than those specified in your owner documentation;
- Improper towing of the vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Driving off-road (applies only to Model S);
- Driving over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles, or in competition, racing or autocross or for any other purposes for which the vehicle is not designed;
- Overloading the vehicle;
- Using the vehicle as a stationary power source; and
- The environment or an act of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind storms, acid rain, fire, water, contamination, lightning, explosion, earthquake, windstorm, deep water and other environmental conditions.

## Additional limitations and exclusions

In addition to the above exclusions and limitations, and subject to your local law, this New Vehicle Limited Warranty does not cover any of the following:

- Any corrosion or paint defects including, but not limited to, the following:
  - Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out;
  - Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches; and
  - Corrosion and paint defects caused by, due to or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Non-genuine Tesla parts or accessories or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-genuine Tesla parts or accessories unless installed by Tesla or a person acting on behalf of or with the written authorization of Tesla;
- Certain individual items associated with the vehicle, including, but not limited to the tires, Mobile Connector, High Power Wall Connector, any future connectors, and related charging adapters, which have separate warranties subject to their own terms and conditions;
- Windshield or window glass that is broken, chipped, scratched, or cracked, other than as a result of a defect in material or workmanship of a Tesla manufactured or supplied windshield or window glass;



- General appearance or normal noise and vibration, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration; and
- Maintenance services, including, but not limited to, the following:
  - Standard 12 month or 20,000 km (12,500 mile) service and diagnostics checks;
  - Wheel alignment or balancing;
  - Appearance care (such as cleaning and polishing); and
  - Expendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.).

## Voided warranty

You are responsible for the proper operation of the vehicle and for receiving and maintaining detailed and accurate records of your vehicle's maintenance, including the 17-digit Vehicle Identification Number ("VIN"), servicing center name and address, mileage, date of service or maintenance and description of service or maintenance items, which should be transferred to each subsequent purchaser. You may void this New Vehicle Limited Warranty if you do not follow the specific instructions and recommendations regarding the use and operation of the vehicle provided in your owner documentation, including, but not limited to:

- Complying with any recall advisories;
- Carrying passengers and cargo within specified load limits; and
- Making all repairs.

Although Tesla does not require you to perform all service or repairs at a Tesla Service Center or Tesla authorized repair facility, this New Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs. Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to your vehicle. Although this New Vehicle Limited Warranty may, subject to its terms and conditions, provide coverage when maintenance, service or repairs are carried out at independent service centers, Tesla strongly recommends that you have all maintenance, service and repairs done at a Tesla Service Center or Tesla authorized repair facility.

The following will also void this New Vehicle Limited Warranty:

- Vehicles that have had the VIN defaced or altered or the odometer or other related system disconnected, altered or rendered inoperative so that it is difficult to determine the VIN number or actual mileage;
- Vehicles that have been designated, labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss; and
- Vehicles that have been determined to be a total loss by an insurance company.

## Damages

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER YOUR LOCAL LAW, TESLA HEREBY DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO YOUR VEHICLE, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION TO AND FROM A TESLA SERVICE CENTER, LOSS OF VEHICLE VALUE, LOSS OF TIME, LOSS OF INCOME, LOSS OF USE, LOSS OF PERSONAL OR COMMERCIAL PROPERTY, INCONVENIENCE OR AGGRAVATION, EMOTIONAL DISTRESS OR HARM, COMMERCIAL LOSS (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR EARNINGS), TOWING CHARGES, BUS FARES, VEHICLE RENTAL, SERVICE CALL CHARGES, GASOLINE EXPENSES, LODGING EXPENSES, DAMAGE TO TOW VEHICLE, AND INCIDENTAL CHARGES SUCH AS TELEPHONE CALLS, FACSIMILE TRANSMISSIONS, AND MAILING EXPENSES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER YOUR LOCAL LAW, TESLA SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES IN AN AMOUNT THAT EXCEEDS THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME OF THE CLAIM.



## Exclusions and Limitations

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY WHETHER YOUR CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF WARRANTY OR CONDITION, MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE) OR OTHERWISE AT LAW OR IN EQUITY, EVEN IF TESLA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Nothing in this agreement shall exclude, or in any way limit, Tesla's liability for death or personal injury, solely and directly caused by Tesla's negligence or that of its employees, agents, or sub-contractors (as applicable), fraud or fraudulent misrepresentation, willful misconduct, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final nonappealable judgment, and may not be excluded or limited as a matter of local law.



To obtain warranty service, you must notify Tesla within the applicable warranty period, and deliver the vehicle, at your expense (subject to your local law), during regular business hours to a Tesla Service Center, or such other repair facility designated by Tesla in the applicable region or country. The location of the nearest Tesla Service Center may be obtained by visiting [www.tesla.com](http://www.tesla.com). The location of Tesla Service Centers is subject to change at any time and without prior notice. Subject to your local law, the cost of transporting your vehicle is not included in this New Vehicle Limited Warranty and you are solely responsible for the cost of transporting your vehicle to a Tesla Service Center, or such other repair facility designated by Tesla. The Tesla Ranger mobile service is not included under this New Vehicle Limited Warranty.

Please be prepared to provide the VIN, which is located on the upper dashboard on the driver's side of the vehicle and visible through the windshield and is also available on the vehicle registration and title documentation, vehicle delivery date, current mileage and a description of the defect when you contact Tesla.

In the event of a change of your address, please contact Tesla at the address or phone number specified in the section of this New Vehicle Limited Warranty titled.

## Payment of Tax for Repairs

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where your local law requires, you are responsible for payment of these taxes. Tesla will be entitled to deduct and/or withhold from the compensation, and any other payments contemplated by this New Vehicle Limited Warranty, such amounts as Tesla, in its sole discretion, determines are required to be deducted and/or withheld, with respect to the making of such payment under any local, national, international or foreign tax law. To the extent that amounts are so deducted and/or withheld, such amounts will be treated, for all purposes under this New Vehicle Limited Warranty, as having been paid to customer.

## Reasonable Time for Repairs

You must allow Tesla a reasonable time for completion of repairs and/or service. Subject to your local law, upon notification by Tesla of the completion of the vehicle repairs and/or service, you are responsible for immediately picking up the vehicle, at your own expense.

## Modifications and Waivers

No person or entity, including, but not limited to, a Tesla employee or authorized representative, can modify or waive any part of this New Vehicle Limited Warranty. Tesla may occasionally offer to pay a portion or all of the cost of certain repairs that are no longer covered by this New Vehicle Limited Warranty for specific vehicle models, which some countries (where relevant in accordance with your local law) may refer to as "adjustment programs" or similar programs. In such circumstances, Tesla will notify all known registered owners of affected vehicles. You may also inquire to Tesla directly regarding the applicability of such programs, if any, to your vehicle. Tesla may also occasionally offer to pay a portion or all of the cost of certain vehicle repairs that are no longer covered by this New Vehicle Limited Warranty on an ad hoc case-by-case basis. Tesla reserves the right, to the extent permissible under your local law, to do the above and to make changes to vehicles manufactured or sold by Tesla and the applicable warranties, at any time, without incurring any obligation to make the same or similar payment or changes for vehicles Tesla previously manufactured or sold, or applicable warranties including this New Vehicle Limited Warranty.



# Warranty Enforcement Laws and Dispute Resolution

Subject to your local laws (which may vary depending on the country), this New Vehicle Limited Warranty and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and you and Tesla submit to the non-exclusive jurisdiction of the courts of England and Wales, although the laws of your country or jurisdiction may apply to any tort claims and any claims under any consumer protection statutes, as provided under your local law. In the event that any provision of this New Vehicle Limited Warranty is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this New Vehicle Limited Warranty did not contain the particular provisions held to be unenforceable, and the unenforceable provisions shall be replaced by provisions which, being valid, legal and enforceable, come closest to Tesla's intention underlying the invalid or unenforceable provision.

Your new vehicle and its safety items comply with your local motor vehicle laws. For all owners of the vehicle, to the fullest extent allowed by your local law, Tesla requires that you first provide Tesla, during the applicable warranty period specified in this New Vehicle Limited Warranty, with written notification of any defects you have experienced within a reasonable time to allow Tesla an opportunity to make any needed repairs before you pursue any remedy under your local laws.

Please send your written notification to:

Tesla Motors Netherlands B.V.  
Atlasstraat 7-9, 5047 RG  
Tilburg, Netherlands  
Attention: Vehicle Service

Please include the following information:

- Your name and contact information;
- VIN;
- Name and location of the Tesla Store and/or Tesla Service Center nearest you;
- Vehicle delivery date;
- Current mileage;
- Description of the defect; and
- History of the attempts you have made with a Tesla Store or a Tesla representative to resolve the concern, or of any repairs or services that were not performed by a Tesla Service Center or Tesla authorized repair facility.

In the event any disputes, differences or controversies arise between you and Tesla related to this New Vehicle Limited Warranty, Tesla will explore all possibilities for an amicable settlement.



## Bulgaria

The New Vehicle Limited Warranty does not modify, affect or substitute your rights under Bulgarian statutory consumer protection laws. The provisions related to your statutory rights are reproduced below:

Consumers' Protection Act:

### Article 112

1. In the case of a lack of conformity of the consumer goods with the contract of sale, the consumer shall be entitled to address a complaint, requesting the seller to bring the goods into conformity with the contract of sale. In such case, the consumer may choose either repair or replacement of the goods by new goods, unless this is impossible or the remedy chosen by the consumer is disproportionate in comparison with the other remedy.
2. A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account:
  - a. the value that the consumer goods would have if there were no lack of conformity;
  - b. the significance of the lack of conformity;
  - c. whether an alternative remedy could be offered to the consumer without significant inconvenience thereto.

### Article 113

1. (New, SG No. 18/2011) Where the consumer goods are not in conformity with the contract of sale, the seller shall be obligated to bring the said goods in conformity with the contract of sale.
2. Renumbered from Paragraph (1), SG No. 18/2011) Consumer goods shall be brought into conformity with the contract of sale within one month after the date on which the complaint was addressed by the consumer.
3. (Renumbered from Paragraph (2), amended, SG No. 18/2011) Upon expiry of the time limit referred to in Paragraph (2), the consumer shall be entitled to have the contract of sale rescinded and to reimbursement of the sums paid or to have a reduction made in the price of the consumer goods according to Article 114 herein.
4. (Renumbered from Paragraph (3), SG No. 18/2011) The consumer goods shall be brought into conformity with the contract of sale free of charge for the consumer. The consumer shall not be liable for any costs incurred for the dispatch of the consumer goods or any costs of material and labour costs associated with the repair of the goods, and must not sustain significant inconvenience.
5. (Renumbered from Paragraph (4), SG No. 18/2011) The consumer may furthermore seek compensation for damage resulting from the lack of conformity.

### Article 114

1. In the case of a lack of conformity of the consumer goods with the contract of sale and where the consumer is not satisfied with the settlement of the complaint under Article 113 herein, the consumer shall be entitled to choose between one of the following options:
  - a. rescission of the contract and reimbursement of the sum paid thereby;
  - b. reduction of the price.
2. The consumer shall not be entitled to claim reimbursement of the sum paid or reduction of the price of the goods where the trader agrees to a replacement of the consumer goods with new ones or to repair the consumer goods within one month after the complaint was addressed by the consumer.
3. The consumer shall not be entitled to claim rescission of the contract if the lack of conformity of the consumer goods with the contract is minor.



# Country Specific Consumer Disclosure

## Article 115

1. The consumer may exercise the right thereof under this Section within two years as from the time of delivery of the consumer goods.
2. The period referred to in Paragraph (1) shall be interrupted during the time needed to repair or replace the consumer goods or to reach a settlement of the dispute between the seller and the consumer.
3. The exercise of the right of the consumer under Paragraph (1) shall not be subject to any period of limitation for the bringing of action for compensation other than the period referred to in Paragraph (1).

## France

The New Vehicle Limited Warranty does not modify, affect or substitute the statutory rights you have under applicable laws in France. Tesla remains responsible for defects pursuant to articles 1641 to 1649 of the French civil code and in case of a lack of conformity of the product pursuant to articles L211-1 to L211.18 of the French Consumer Code. The provisions related to your statutory rights are reproduced below:

- Article L. 211-4 of the Consumer Code: The seller must deliver goods which are in conformity with the contract and is liable for any lack of conformity which exists at the time the goods were delivered. He is also liable for any lack of conformity resulting from the packaging, installation instructions, installation, if installation were made by the seller or under his responsibility.
- Article L. 211-5 of the Consumer Code: To be in conformity with the contract, goods must: (1) be fit for the purposes for which goods of the same type are normally used, and: (i) comply with the description given by the seller and possess the quality of the goods which the seller has held out to the consumer as a sample or model; (ii) show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labeling; or (2) comply with the characteristics agreed mutually by the parties or fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted.
- Article L. 211-12 of the Consumer Code: The action resulting from the lack of conformity must be brought by the buyer within two years as from delivery of the goods.
- Article 1641 of the Civil Code: A seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.
- Article 1648, paragraph 1, of the Civil Code: The action resulting from redhibitory vices must be brought by the buyer within a period of two years following the discovery of the vice.

## Ireland

The New Vehicle Limited Warranty does not limit or substitute your rights under applicable Irish statutory consumer protection laws, including under the Sale of Goods Acts, 1893 and 1980 and the Consumer Protection Act 2007, nor does it affect your right to initiate an action against Tesla in Ireland to enforce those rights. Such statutory consumer protection laws include, but are not limited to, legal requirements that the car you purchase must be of merchantable quality, be fit for purpose and correspond with its description.

## Italy

The New Vehicle Limited Warranty does not modify, affect or substitute your rights under Italian statutory consumer protection laws.



Tesla Motors Netherlands B.V., with its principal office located at Atlasstraat 7-9, 5047 RG , Tilburg, Netherlands (“Tesla”) warrants to you, the original retail purchaser (“you”), that the Tesla vehicle will under normal use be free from lacks of conformity for a period of two (2) years starting from date of the delivery.

The legal warranty established by Sections 129, 130 and 132 of Italian Consumer Code (Legislative Decree of September 6th, 2005, no. 206) applies to the sale of the Tesla vehicle. Therefore you have the right to have the Tesla vehicle brought into conformity free of charge by repair or replacement at your election, unless the remedy requested is impossible or not proportionate; in case of failure of one of the remedies above, you have the right to an appropriate price-reduction or the right to terminate the agreement. Unless it is proven otherwise, it shall be assumed that the defects arising no later than six (6) months after the delivery of the Tesla vehicle already existed on the date of delivery. You will not be entitled to exercise the above rights in case of failure to notify Tesla of the lack of conformity within two (2) months starting from the date on which you detected such lack of conformity. In any event, the right to file a complaint before the Courts intended to assert a lack of conformity not maliciously concealed by Tesla shall automatically expire twenty-six (26) months after the delivery of the Tesla vehicle.

## Luxembourg

This New Vehicle Limited Warranty does not modify, affect, or substitute your rights under Luxembourg statutory consumer protection law and the Luxembourg Civil Code. Tesla remains responsible for any defect in accordance with Articles 1641 to 1649 of the Luxembourg Civil Code and Articles L. 212-2 to 212-11 of the Luxembourg Consumer Code. In particular, pursuant to Articles 209 to 212-2 of the Luxembourg Consumer Code, consumers are entitled to claim a lack of conformity within two years from delivery of the goods.

## Norway Consumer Disclosure

The preceding New Vehicle Limited Warranty will not limit or replace your rights according to Norwegian consumer protections laws, including the Consumer Purchase Act. The mandatory rights which you have according to the Consumer Purchase Act, apply regardless and in addition, and sometimes also replace, the rights set forth in this warranty. Key provisions in the consumer protection laws are set out below:

### **Defects – The Consumer Purchase Act sections 15-18**

The seller is liable for any defect in the car which existed at time of delivery, cf. the Consumer Purchase Act section 18. Any defect which appears within six months after delivery of the car, is presumed to have existed on the time of delivery unless otherwise proven.

The Consumer Purchase Act sections 16 cf. 15-17 establish what constitutes a defect. In particular, it should be noted that standard replacement of consumable parts and normal wear and tear etc. are not considered as defects.

If a claim is made but there should prove to be no defect for which the seller is liable, the seller can only demand payment for necessary investigations undertaken to determine whether the car was defective, and demand payment for any repair of the car, provided that the seller has expressly notified you that you may have to cover such expenses.

### **Complaints – the Consumer Purchase Act section § 27**

You must make a claim regarding a defect to the seller within a reasonable time of it being discovered. The time limit to make a claim is never less than two months from the time you discovered or ought to have discovered the defect.

Unless otherwise stated in the New Vehicle Limited Warranty, the seller is liable for repairing defects on the car which occur during normal use: (i) for a period of five years from the time the



car was delivered to you, or (ii) until the time the car has driven 100,000 kilometers (whichever comes first).

## **Remedies for breach –the Consumer Purchase Act sections 26-33**

In the event the car has a defect which is not due to circumstances on your part, the normal situation will be that the seller rectifies/repairs the defect in accordance with the Consumer Purchase Act section 29. Such repair shall be made within reasonable time and without you incurring costs or substantial inconvenience.

If a repair will prevent you from using the car for more than a week, you may demand a replacement car if this is deemed reasonable in relation to your own needs and the costs and inconvenience of the seller.

If the seller does not repair the defect within a reasonable time, you may be entitled to demand the following remedies for defective performance:

- Delivery of substitute car – cf. the Consumer Purchase Act sections 29 and 30
- Reduction in the price - cf. the Consumer Purchase Act section 31
- Rescission (cancellation) – cf. the Consumer Purchase Act section 32
- Damages – cf. the Consumer Purchase Act sections 33 and 34, cf. chapter 11

You will not be deprived of your right to claim damages by exercising your right to other remedies, or if such other rights should not be exercisable.

Your claim in regard of the defect in accordance with the Consumer Purchase Act may be asserted against the seller (dealer) or the manufacturer of the car.

Tesla also directs your attention to its offer of a service plan agreement.

## **Dispute Resolution**

This Agreement shall be governed by Norwegian law and You agree that any dispute between Tesla and You, regarding this Agreement will only be dealt with by the Norwegian courts.

## **Poland**

This New Vehicle Limited Warranty does not modify, affect or substitute your Polish statutory consumer protection laws, including under the Polish Act on specific terms and conditions of consumer sale and amendments to the Civil Code, dated 27 July 2002.

## **Portugal**

This New Vehicle Limited Warranty does not modify, affect or substitute your statutory rights under the Portuguese Decree-Law n. 84/2008 of 21 May (“Portuguese Warranty Regime”).

Tesla warrants to you that it is liable for any lack of conformity at the time the vehicle was delivered. Consumers are entitled to exercise their rights before Tesla within a period of two (2) years from the time of delivery. This period shall be suspended during the period in which the consumer is deprived of the use of the good due to any lack of conformity.

In case of lack of conformity, the consumer shall be entitled to have the good brought into conformity free of charge by repair or substitution, to have the appropriate reduction in the price or to terminate the contract. Any repair or replacement shall occur within thirty (30) days without any significant inconvenience to the consumer.

If any lack of conformity occurs during the period of two (2) years after the delivery of the good, it is presumed that the lack of conformity exists since the delivery, unless it is incompatible with the nature of the good or the characteristics of the lack of conformity.

All of the rights mentioned above may be exercised by the consumer, unless it is impossible or constitutes abuse of rights according to general law, and they may be transmitted to the person who subsequently assumes the ownership of the good.



The consumer will not be entitled to exercise the above mentioned rights in case of failure to notify the seller of the lack of conformity within two (2) months starting from the date on which the lack of conformity was detected. The rights mentioned above also expire in two (2) years after the communication of the lack of conformity, unless the consumer is deprived of the vehicle possession for the purpose of reparation or substitution which shall suspend the expiration period. The period of two (2) years mentioned before is also suspended during the out-of-court dispute settlement between the consumer and the seller, with the exception of arbitration. The out-of-court dispute settlement may start with: (a) the agreement between the seller and the consumer to submit the dispute to mediation or conciliation; (b) the submission of the dispute to mediation or conciliation under a judicial process; (c) a legal obligation to submit the dispute to mediation or conciliation.

## San Marino

### Specific Approval of Clauses by Purchaser

As purchaser of a Tesla vehicle, you expressly agree to the following clauses in this New Vehicle Limited Warranty:

- Limitations and disclaimers;
- Exclusion and Limitations;
- Warranty limitations;
- Additional limitations and exclusions;
- Voided Warranty;
- Damages;
- Payment of tax for repairs; and
- Warranty enforcement laws and dispute resolution.

## Spain

This New Vehicle Limited Warranty does not modify, affect, or substitute the statutory rights you have under Spanish applicable laws, mostly set in consumer protection laws.

Pursuant to article 12 of Law 7/1996, of January 15 (Ley de Ordenación del Comercio Minorista) and article 114 and seq. of Royal Legislative Decree 1/2007, of November 16 (Texto Refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias, hereinafter, the "Spanish Consumers' Protection Law"), Tesla remains responsible for lack of conformity of the vehicle delivered under "normal use" to you for a period of two (2) years starting from the date of the delivery.

Under the legal compulsory warranty established in articles 114, 115, 116 and 123 of the Spanish Consumers' Protection Law, applicable to the vehicle sale, (different from the additional non-compulsory warranty granted to you by means of this document, pursuant to article 125, "Spanish Consumers' Protection Law") you have the right to have the vehicle brought into conformity free of charge by repair or replacement at your election, unless the remedy requested is impossible or not proportionate. In case of failure of one of the aforementioned remedies, you have the right to an appropriate price-reduction or the right to terminate the agreement. Unless it is proven otherwise, it shall be assumed that the defects arising no later than six (6) months after the delivery of the vehicle already existed on the date of the delivery. You will not be entitled to exercise the described rights in case of failure to notify Tesla of the lack of conformity within two (2) months starting from the date on which you detected such lack of conformity. In any event, the right to claim before Courts intended to assert a lack of conformity not maliciously concealed by Tesla shall automatically expire three (3) years after the delivery of the vehicle. To be in conformity with the contract must, the vehicle delivered must: 1) comply with the description; 2) be fit for the purposed use; 3) be fit for special uses requested by you to Tesla, if admitted by Tesla; and, 4) show the quality and performance which are normal in other Tesla vehicles and which you can reasonably expect from a Tesla vehicle.



The claims deriving from rights to have the Tesla vehicle brought into conformity described in the preceding paragraph (as per the Spanish Consumers' Protection Law) are incompatible with damages award under claims for hidden defects under article 1,484 of Spanish Civil Code (acciones derivadas del saneamiento por vicios ocultos de la compraventa).

## United Kingdom

This New Vehicle Limited Warranty does not limit or substitute your rights under applicable UK statutory consumer protection laws, specifically the Consumer Rights Act 2015, nor does it affect your right to initiate an action against Tesla in the courts of England and Wales, Scotland or Northern Ireland to enforce those rights. Such statutory consumer protection laws include, but are not limited to, legal requirements that the car you buy or hire must be of satisfactory quality, be fit for purpose and correspond with its description.



TESLA

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