

## **TESLA EUROPEAN PRE-OWNED VEHICLE WARRANTY**

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

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

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

### **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 Pre-Owned Vehicle Limited Warranty applies to a Pre-Owned Model S vehicle sold by Tesla in the Tesla European Warranty Region. For 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 European Warranty Region in order to receive warranty service. For example, a customer purchasing a pre-owned vehicle from Tesla in the European Economic Area must return to the European Economic Area in order to obtain warranty service, and customers purchasing pre-owned vehicles from Tesla in Monaco, San Marino, and Switzerland must return to the country in which the pre-owned vehicle was purchased from Tesla in order to receive warranty service (e.g. a customer who purchased a pre-owned vehicle from Tesla in Switzerland must return to Switzerland). Any subsequent purchasers or transferees must return to the European Warranty Region in order to obtain warranty service regardless of the country in which such subsequent purchaser or transferee may have purchased the vehicle.

### **Multiple Warranty Conditions**

This Pre-Owned 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 Pre-Owned Vehicle Limited Warranty.

## **Limitations and Disclaimers**

THE ORIGINAL NEW VEHICLE LIMITED WARRANTY AND THIS PRE-OWNED VEHICLE LIMITED WARRANTY ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH YOUR PRE-OWNED 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 merchantable 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 Pre-Owned 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 PARTS REPLACEMENT BY TESLA IS THE EXCLUSIVE REMEDY UNDER THIS PRE-OWNED 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 Pre-Owned Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by Tesla, in its sole discretion.

## **Your Rights Under Local Law**

This Pre-Owned 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 Pre-Owned Vehicle Limited Warranty, you may have additional rights arising from your local law including, but not limited to, any statutory warranty rights.

## **Warranty Coverage**

This Pre-Owned Vehicle Limited Warranty supersedes and replaces the terms of the original New Vehicle Limited Warranty's Basic Vehicle Limited Warranty and SRS Limited Warranty, each as described below. This Pre-Owned Vehicle Limited Warranty does not extend or otherwise alter the terms of the Battery and Drive Unit Limited Warranty for the Pre-Owned vehicle specified in the original New Vehicle Limited Warranty.

To the maximum extent permissible by your local law (which may provide for an alternative remedy), the exclusive remedy available to you under this Pre-Owned Vehicle Limited Warranty is the repair or replacement of new, reconditioned, or remanufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this Pre-Owned 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, reconditioned, 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 applicable local law.

## **Basic Vehicle Limited Warranty**

Subject to separate coverage for certain parts and the exclusions and limitations described in this Pre-Owned Vehicle Limited Warranty, 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 an incremental period of 4 years or 50,000 miles (80,000 km) from the first day and at the mileage a Pre-Owned Vehicle is delivered to the first Pre-Owned purchaser, whichever comes first, irrespective of the expiration date or mileage of the Basic Vehicle Limited Warranty specified in the original New Vehicle Limited Warranty for the Pre-Owned vehicle.

### **Supplemental Restraint System Limited Warranty**

Subject to the exclusions and limitations described in this Pre-Owned Vehicle Limited Warranty, 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 an incremental period of 4 years or 50,000 miles (80,000 km) from the first day and at the mileage a Pre-Owned Vehicle is delivered to the first Pre-Owned purchaser, whichever comes first, irrespective of the expiration date or mileage of the SRS Limited Warranty specified in the original New Vehicle Limited Warranty for the Pre-Owned vehicle.

### **Warranty Limitations**

This Pre-Owned 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 within a reasonable period of discovery of a defect covered by this Pre-Owned 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, including use of fluids, parts or accessories other than those specified in your owner documentation;
- Towing the vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving the vehicle off-road, 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 and other environmental conditions.

### **Additional Limitations and Exclusions**

In addition to the above exclusions and limitations, this Pre-Owned 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:
- 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 12,500 mile (20,000 km) 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 Pre-Owned Vehicle Limited Warranty if you do not follow the specific instructions and recommendations regarding the use and operation of the vehicle provided in your Model S 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 Pre-Owned Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs (as noted in the limitations and exclusions section). Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to your vehicle and, in certain cases, may employ the only persons or be the only facilities authorized or certified to work on certain parts of your vehicle. Tesla strongly recommends that you have all maintenance, service and repairs done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this Pre-Owned Vehicle Limited Warranty.

The following will also void this Pre-Owned 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 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.

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 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 NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LOCAL LAW.

#### **Obtaining Warranty Service**

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 Tesla European Warranty Region. The location of the nearest Tesla Service Center may be obtained by visiting [www.teslamotors.com](http://www.teslamotors.com). The location of Tesla Service Centers is subject to change at any time and without prior notice.

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 Pre-Owned Vehicle Limited Warranty titled Who is the Warrantor?.

#### **Payment of Tax for Repairs**

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where applicable law allows, you are responsible for payment of these taxes.

#### **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 Pre-Owned 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 Pre-Owned Vehicle Limited Warranty for specific vehicle models,

which some countries may refer to as “adjustment 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 Pre-Owned Vehicle Limited Warranty on an ad hoc case-by-case basis. Tesla reserves the right 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 Pre-Owned Vehicle Limited Warranty. Nothing herein shall imply that any Tesla vehicle is free of defects.

### **Warranty Enforcement Laws and Dispute Resolution**

Subject to your local laws (which may vary depending on the country), this Pre-Owned 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 Pre-Owned 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 Pre-Owned 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

To the fullest extent allowed by the applicable law of your jurisdiction, Tesla requires that you first provide Tesla, during the applicable warranty period specified in this Pre-Owned 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, and to submit to our dispute settlement program, before you pursue any remedy under these 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 Pre-Owned Vehicle Limited Warranty, Tesla will explore all possibilities for an amicable settlement.