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This voluntary Tesla Used Vehicle Limited Warranty is given by Tesla Motors Australia, Pty Ltd. ("Tesla") and applies to all vehicles during the applicable warranty period in accordance with the terms, conditions and limitations, as specified below. This warranty is in addition to other rights and remedies available under any applicable Federal, State or Territory law in relation to the vehicle.

Who is the Warrantor?
Tesla Motors Australia, Pty Ltd.
10 Herbert Street
St. Leonards NSW 2065, Australia

What Vehicles are Covered?
This Tesla Used Vehicle Limited Warranty applies to used vehicles sold by Tesla in Australia.

Multiple Warranty Conditions
This Tesla Used 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 Tesla Used Vehicle Limited Warranty.

Your Rights
The benefits to you under this Tesla Used Vehicle Limited Warranty are in addition to any other rights and remedies you may have under any applicable Federal, State or Territory law in relation to the vehicle and this Tesla Used Vehicle Limited Warranty does not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Ownership Transfer
This Tesla Used 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 used vehicle purchaser within the described limitations of this Tesla Used 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 used vehicle purchaser of the vehicle may have been entitled will be transferred to any subsequent owner.

Who Can Enforce this Tesla Used Vehicle Limited Warranty?
The first used vehicle purchaser, or subsequent purchaser, of a used Tesla vehicle sold in Australia, titled or registered in the name of the first used vehicle purchaser, or subsequent purchaser, can enforce this Tesla Used Vehicle Limited Warranty, subject to the terms of this Tesla Used Vehicle Limited Warranty.

When Does the Warranty Period Begin and End?
This Tesla Used Vehicle Limited Warranty begins on the first day and at the mileage a used vehicle is delivered to the first used vehicle purchaser. Parts repaired or replaced, under this Tesla Used
Vehicle Limited Warranty are covered only until the applicable warranty period of this Tesla Used Vehicle Limited Warranty ends, or as otherwise provided under Australian Consumer Law.
This Tesla Used 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 Tesla Used Vehicle Limited Warranty does not extend or otherwise alter the terms of the Battery and Drive Unit Limited Warranty for the used vehicle specified in the original New Vehicle Limited Warranty.

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.

Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this Tesla Used 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 four years or 80,000 km from the first day and at the mileage a used vehicle is delivered to the first used vehicle 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.

Supplemental Restraint System Limited Warranty

Subject to the exclusions and limitations described in this Tesla Used 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 four years or 80,000 km, whichever comes first, from the first day and at the mileage a used vehicle is delivered to the first used vehicle purchaser, irrespective of the expiration date or mileage of the SRS Limited Warranty specified in the original New Vehicle Limited Warranty.
Warranty limitations

This Tesla Used 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, or make repairs or service recommended by, a Tesla Service Center or Tesla authorized repair facility upon discovery of a defect covered by this Tesla Used Vehicle Limited Warranty;
• 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 authorised 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;
• 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;
• Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
• 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, and subject to your local law, this Tesla Used 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 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 centre 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 Tesla Used 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:
  • Installing the vehicle’s software updates after notification that there is an update available;
  • 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 Centre or Tesla authorised repair facility, this Tesla Used Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs. Tesla Service Centres and Tesla authorised repair facilities have special training, expertise, tools and supplies with respect to your vehicle. Although this Tesla Used Vehicle Limited Warranty may, subject to its terms and conditions, provide coverage when maintenance, service or repairs are carried out at independent service centres, Tesla strongly recommends that you have all maintenance, service and repairs done at a Tesla Service Centre or Tesla authorised repair facility.

The following will also void this Tesla Used 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

Under this Tesla Used Vehicle Limited Warranty, Tesla is not responsible for 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 Centre, 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; or
  • any direct damages in an amount that exceeds the fair market value of the vehicle at the time of the claim.

The above limitation does not affect any other rights and remedies you may have under any applicable Federal, State or Territory law in relation to the vehicle.
To obtain warranty service in relation to your Tesla Used Vehicle Limited Warranty, you must notify Tesla within the applicable warranty period, and deliver the vehicle, at your expense, during regular business hours to a Tesla Service Centre, or such other repair facility designated by Tesla in Australia. The location of the nearest Tesla Service Centre may be obtained by visiting www.tesla.com/en_AU. The location of Tesla Service Centres 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 Tesla Used Vehicle Limited Warranty titled General Warranty Provisions on page 2.

Reasonable Time for Repairs

You must allow Tesla a reasonable time for completion of repairs and/or service. 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 authorised representative, can modify or waive any part of this Tesla Used Vehicle Limited Warranty, unless as otherwise permitted by law. Tesla may occasionally offer to pay a portion or all of the cost of certain repairs that are no longer covered by this Tesla Used Vehicle Limited Warranty or fall within your rights under the Australian Consumer Law for specific vehicle models. 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 Tesla Used 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 Tesla Used Vehicle Limited Warranty. Nothing herein shall imply that any Tesla vehicle is free of defects.
You should first contact Tesla by written notification to the address below during the applicable warranty period specified in this Tesla Used Vehicle Limited Warranty regarding any issues that you have with your Tesla vehicle that are addressed in this Tesla Used Vehicle Limited Warranty.

Tesla Motors Australia, Pty Ltd.
10 Herbert Street
St. Leonards NSW 2065, Australia

Please have the following information available:

• Your name and contact information;
• VIN;
• Name and location of the Tesla Store and/or Tesla Service Centre 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 Centre or Tesla authorised repair facility.